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2012 OCT 11 PM 2:58  
CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES

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UNITED STATES DISTRICT COURT

IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA

MASSEY ENTERPRISE  
INTERNATIONAL, INC.; BOY-  
O-BOY ENTERTAINMENT,  
INC.; ANGEL MASSEY; KYLE  
MASSEY; CHRISTOPHER  
MASSEY

Plaintiffs,  
v.

ASSOCIATED TELEVISION  
INTERNATIONAL; HELPING  
HANDS, LLC; DAVID McKENZIE,  
also known as DAVID STANTON,  
and A&E NETWORKS, LLC and  
DOES 1-10,

Defendants.

No. CV12-05327-JFW (MRWX)

SECOND AMENDED COMPLAINT  
FOR:

1. COPYRIGHT INFRINGEMENT
2. COPYRIGHT INFRINGEMENT
3. FRAUD & DECEIT
4. BREACH OF CONTRACT
5. BREACH OF THE IMPLIED  
COVENANT OF GOOD FAITH  
AND FAIR DEALING
6. MISAPPROPRIATION
7. TORTIOUS INTERFERENCE  
WITH PROSPECTIVE  
ECONOMIC ADVANTAGE
8. UNFAIR COMPETITION
9. CONSTRUCTIVE TRUST &  
ACCOUNTING

[DEMAND FOR JURY TRIAL]

1 Plaintiffs MASSEY ENTERTAINMENT INTERNATIONAL, INC., BOY-  
2 O-BOY ENTERTAINMENT, INC., ANGEL MASSEY, KYLE MASSEY, and  
3 CHRISTOPHER MASSEY (collectively “Plaintiffs”) complain as follows:  
4

5 **INTRODUCTION**  
6

7 1. Plaintiffs bring this action for separate and distinct acts of  
8 federal copyright infringement, breach of contract, fraud, violation of California  
9 Civil Code 3344, and unfair, fraudulent, and unlawful business practices. The  
10 gravamen of Plaintiffs’ claims arises from ATI’s unauthorized production and airing  
11 of four television series, entitled *Bristol Palin: Life’s a Tripp*, *World’s Funniest*  
12 *Moments*, *Elizabeth Stanton’s Great Big World*, and *Laura McKenzie’s Traveler*,  
13 the latter three of which have been syndicated in nearly all fifty states.  
14

15 2. These above-referenced syndicated series feature unauthorized footage  
16 of the Masseys doing charitable work around the world and/or enjoying family  
17 vacations throughout the world (“Syndicated Series”). Defendants have illegally  
18 exploited the Masseys in the Syndicated Series by infringing a music copyright and  
19 exploiting their images and names without their permission and without  
20 compensating the Masseys.  
21

22 3. The series, *Bristol Palin: Life’s A Tripp*, is the subject of several  
23 contracts which Defendants entered into with Plaintiffs. After Plaintiffs refused to  
24 release their ownership rights in the Bristol Palin Series and modify the terms of  
25 compensation, Defendants purported to suspend these contracts placing them on an  
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27  
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1 indefinite “hiatus.” Defendants are now attempting to steal the Series by editing  
2 and airing prior footage and excluding Plaintiffs, thus, depriving Plaintiffs of their  
3 agreed-upon fees, credit, and residual income. Accordingly, Plaintiffs seek relief  
4 from this Court to enjoin Defendants separate acts of infringement and award  
5 damages, penalties, and costs for all violations of federal and state laws.  
6

7

8 **PARTIES AND/OR KEY PARTICIPANTS**

9       4. Plaintiff MASSEY ENTERPRISE INTERNATIONAL, INC.  
10 (“MEI”) is a California corporation authorized to transact business within the State  
11 of California. MEI is a loan-out corporation furnishing the services of award-  
12 winning and internationally acclaimed television actors, KYLE MASSEY and  
13 CHRISTOPHER MASSEY, who are siblings.  
14

15       5. Plaintiff BOY-O-BOY ENTERTAINMENT, INC. (“BOY-O-BOY”) is  
16 a California corporation authorized to transact business within the State of  
17 California. BOY-O-BOY is a loan-out corporation furnishing the services of  
18 producer, ANGEL MASSEY.  
19

20       6. Plaintiff ANGEL MASSEY (“ANGEL”) is the mother and longtime  
21 manager of KYLE MASSEY and CHRISTOPHER MASSEY. Over several years,  
22 ANGEL has written, developed, and produced television concepts featuring her  
23 sons, KYLE and CHRISTOPHER.  
24

25       7. Plaintiff KYLE MASSEY (“KYLE”) is an American actor, dancer,  
26 singer, comedian, and rapper from Atlanta, Georgia who resides and does  
27

1 substantial business in California. He is perhaps best known for starring in the  
2 Disney Channel sitcom *That's So Raven*, in which he played Cory Baxter, and in the  
3 Disney show *Cory in the House*, a spin-off of *That's So Raven*. KYLE is well-  
4 known for starring in the Disney Channel Original Movie *Life is Ruff*. Massey is the  
5 brother of *Zoey 101* star CHRISTOPHER MASSEY. As a producer and rapper,  
6 KYLE has released several songs for Walt Disney Records and Hollywood Records  
7 including "Underdog Raps." KYLE finished second place as a finalist in ABC's  
8 *Dancing with the Stars*. He is currently the voice of Milo in the Disney animated  
9 series *Fish Hooks* and a performer/dancer in *Dancing With the Stars – Live Las*  
10 *Vegas*.

14       8. Plaintiff CHRISTOPHER MASSEY ("CHRISTOPHER") is an  
15 American actor, comedian and rapper from Atlanta, Georgia, best known for  
16 starring as Michael Barrett in the Nickelodeon television series *Zoey 101*. He  
17 resides in California. CHRISTOPHER has received many awards including  
18 a *Young Artist Award* and *Emmy Award* nominations. He has appeared in several  
19 commercials with his younger brother, KYLE, for *Cold Stone Creamery*, *Disney*  
20 and *Pepsi*, among others. CHRISTOPHER is also a singer/rapper, songwriter and  
21 music producer for several well known singers within the music industry.  
22 CHRISTOPHER has guest starred alongside his brother on Disney's *That's So*  
23 *Raven*. He and his brother have had starring roles on the BET sitcom *The Parkers*.  
24

1 In 2006, CHRISTOPHER was named one of Teen People's "25 Hottest Stars Under  
2 25."

3 9. Plaintiffs KYLE, CHRISTOPHER, and ANGEL are collectively  
4 referred to herein as "the MASSEYS."

5 10. BRISTOL PALIN ("BRISTOL") is the second child and oldest  
6 daughter of former United States Vice Presidential Candidate and Governor of the  
7 State of Alaska, Sarah Palin. BRISTOL rose to fame as a minor teenager during the  
8 2008 presidential election. After Governor Palin was selected as Senator John  
9 McCain's running mate for Vice President, news stories surfaced that Governor  
10 Palin's unmarried, 17-year old daughter, BRISTOL, was pregnant. This news  
11 appeared to undermine Governor Palin's conservative platform for traditional  
12 family values. BRISTOL became the subject of enormous curiosity, criticism, and  
13 misunderstanding. After BRISTOL gave birth to her son, TRIPP, she answered this  
14 public scrutiny by making numerous public appearances and accepting ABC's  
15 invitation for her to participate as a contestant in the 11<sup>th</sup> Season of *Dancing with*  
16 *the Stars*. BRISTOL successfully garnered millions of fans during the show and  
17 finished third place next to second-placed KYLE MASSEY.

18 11. Plaintiffs are informed and believe and, based thereon, allege that  
19 Defendant ASSOCIATED TELEVISION INTERNATIONAL ("ATI"), is a  
20 fictitious business name of ASSOCIATED ENTERTAINMENT RELEASING,  
21 INC., a California corporation. ATI transacts substantial business and maintains its  
22

1 principal office within Los Angeles, California. ATI holds itself out as a media  
2 company that has been in the business for over 30 years engaged in full-service  
3 production and distribution of television programming. To that end, ATI holds  
4 itself out as a leading independent syndicator of original programming in the United  
5 States.

7  
8 12. Plaintiffs are informed and believes, and based thereon alleges that,  
9 ATI has contracted with A&E TELEVISION NETWORKS, LLC (“AETN”) to air  
10 copyrighted materials and derivative works of Plaintiffs. AETN is also an intended  
11 third-party beneficiary under the contracts mentioned herein. AETN owns and  
12 operates a portfolio of ten cable television channels, including BIO and Lifetime.  
13

14 13. Plaintiffs are informed and believe that Defendant HELPING  
15 HANDS, LLC (“HELPING HANDS”), is a Delaware limited liability company,  
16 and a wholly-owned subsidiary of ATI, actively managed by STANTON. Plaintiffs  
17 are informed and believe that HELPING HANDS, LLC, a Delaware limited liability  
18 company, is not registered and legally authorized to transact business in California.  
19 Plaintiffs are informed and believe that HELPING HANDS, LLC and DOES 1  
20 through 10, have ratified, approved, are directly involved, a co-conspirator with, or  
21 alter-ego of the other Defendants, and/or otherwise complicit in the wrongful acts  
22 alleged herein.

23 14. Plaintiffs are informed and believe, and based thereon alleges, that  
24 Defendant DAVID STANTON (“STANTON”), also known as DAVID  
25

1 MCKENZIE, is the owner and principle of ATI and HELPING HANDS, LLC.  
2 STANTON is an individual engaged in the contractual breaches, acts of  
3 misappropriation, fraud and copyright infringement alleged herein.  
4

5 15. The true names and capacities of individuals, partnerships,  
6 corporations, or other entities sued herein as DOES 1 through 10 are unknown to  
7 Plaintiffs. Plaintiffs, therefore, sue said defendants by fictitious names. Plaintiffs  
8 are informed and believe, and based upon such information and belief, allege that  
9 each fictitiously named defendant is responsible in some way for the occurrences,  
10 conduct, act and omissions herein alleged and that Plaintiffs' damages and injuries  
11 as herein alleged were proximately caused by defendants.  
12  
13

#### **JURISDICTION AND VENUE**

14 16. This Court has subject matter jurisdiction over Plaintiffs' claim  
15 for copyright infringement pursuant to 17 U.S.C. §501, 28 U.S.C. §§1331 and  
16 1338(a). Moreover, this Court has supplemental jurisdiction over the state law  
17 claims alleged pursuant to 28 U.S.C. §1337, because the state law claims are so  
18 related to claims in the copyright claim that they form part of the same case or  
19 controversy under Article III of the United States Constitution.  
20  
21

22 17. This Court has personal jurisdiction over Defendants pursuant to  
23 Rule 4(K)(1)(a) of the Federal Rules of Civil Procedure because, upon information  
24 and belief, Defendant has conducted and continues to conduct substantial business  
25 in the State of California. This business includes contracting with Plaintiffs to  
26  
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28

1 perform services and produce music here in California, and owning and operating a  
2 media production company and website for the purposes of directly marketing,  
3 selling, distributing, and supporting various goods and services to people in  
4 California, including residents of California.

6       18.     Venue in this district is proper under 28 U.S.C. §§1391 and 1400  
7  
8 because a substantial part of the events giving rise to the claims asserted herein arise  
9 in this district, and Defendants, upon information and belief, are and at all times  
10 were doing business in this district.

## **FACTS COMMON TO ALL CLAIMS**

13. Within the last three years, the MASSEYS have worked with  
14. STANTON and ATI to create a documentary television series showing their work  
15. with various charities. They traveled to, among other places, Kenya, Vietnam, and  
16. Nicaragua. Other celebrities would join the MASSEYS in their charitable work,  
17. such as, Nickelodeon actor, Drake Bell, Disney actors Jake T. Austin and Chelsea  
18. Kane, and American Idol's Ace Young. MASSEYS and STANTON became  
19. friends. Also, during this time, STANTON would invite the MASSEYS to vacation  
20. with his family in the British Virgin Islands and Bahamas. These family vacations  
21. were completely unrelated to any of the charitable causes in which the MASSEYS  
22. participated for compensation.

<sup>26</sup> 20 From September to November 2010, KYLIE and BRISTOL

1 participated in ABC's hit show *Dancing with Stars*, which returned for its 11<sup>th</sup>  
2 season. *Dancing with the Stars* is a televised dance competition featuring some of  
3 today's most popular celebrities. During the show, the MASSEYS became personal  
4 friends of BRISTOL and, after getting to know her, the MASSEYS believed they  
5 would enjoy working with BRISTOL on future television projects.  
6

7       21. On or about November 2010, the MASSEYS created a written pilot  
8 treatment for a half-hour television series featuring KYLE, CHRISTOPHER, and  
9 BRISTOL, and her infant son, TRIPP, entitled *Bristol-ogy 101*. The treatment  
10 showed BRISTOL, her son, TRIPP, KYLE and CHRISTOPHER, living together  
11 away from BRISTOL's home in Alaska, attending college while raising TRIPP, and  
12 surviving life's episodes with the support of each other, friends and family.  
13

14       22. Prior to contracting with Defendants, the MASSEYS registered the  
15 pilot treatment for *Bristol-ogy 101* with the Writer's Guild of America. In early  
16 2011, ANGEL/BOY-O-BOY engaged writers for *Bristol-ogy 101*. On August 23,  
17 2011, the MASSEYS federally registered the original television pilot treatment for  
18 *Bristol-ogy 101* with the United States Copyright Office, Registration No.  
19 TXu001765283. *Bristol-ogy 101* tells the story of BRISTOL, a single mom, raising  
20 her infant son, TRIPP, receiving support from and living with KYLE and  
21 CHRISTOPHER, going to school, and being supported by friends and family.  
22 ANGEL sent the pilot treatment to BRISTOL to explore her interest in the *Bristol-*  
23

1       ~~ogy 101~~ concept. BRISTOL expressed her enthusiasm for the concept and agreed to  
2 work with the MASSEYS on the project.  
3

4           23. One night over dinner following a night's taping of *Dancing*  
5       *with the Stars*, ANGEL verbally communicated to STANTON and Cindy Osbrink  
6 of The Osbrink Agency, in confidence, several ideas for the *Bristol-ogy 101*  
7 television concept showing BRISTOL, a young single mother, and her son, TRIPP,  
8 living and surviving life's episodes and challenges with CHRISTOPHER and  
9 KYLE. ATI and STANTON expressed no interest in *Bristol-ogy 101* and found the  
10 idea silly. Thereafter, Defendants conspired and embarked upon a plan to gradually  
11 misappropriate from the MASSEYS the creative concepts surrounding *Bristol-ogy*  
12 *101*, featuring BRISTOL and, her son, TRIPP, surviving on their own living with  
13 KYLE and CHRISTOPHER away from her home in Alaska.  
14

15           24. Specifically, on or about March 8, 2011, ATI and STANTON  
16 approached ANGEL and falsely represented that he wanted KYLE,  
17 CHRISTOPHER, and BRISTOL to participate in a weekly documentary series  
18 where they would do charity work around the world, similar to what KYLE and  
19 CHRISTOPHER had previously done with ATI. The documentary would be  
20 tentatively entitled *Helping Hands* which was in keeping with the purpose and  
21 subject matter of the series. ATI and STANTON also proposed that  
22 CHRISTOPHER and KYLE produce original music for the Series. Because  
23 ANGEL originated the concept of CHRIS, KYLE, and BRISTOL working together,  
24

1 ATI and STANTON proposed that ANGEL attach as one of the producers of the  
2 Series, providing consulting services and creative input, and that KYLE and  
3 CHRISTOPHER would receive \$25,000 per episode, together with any other  
4 compensation on a “most favored nations” basis among all series regulars.

5 25. On or about March 17, 2011, MEI and ATI entered into two co-  
6 terminous Artist Deal Memos with KYLE and CHRISTOPHER, respectively,  
7 whereby each of them would appear in a one-half (1/2) hour television episodic  
8 series, tentatively entitled *Helping Hands* (“*Helping Hands*”). ATI and STANTON  
9 represented to Plaintiffs that *Helping Hands* would star teenaged mother,  
10 BRISTOL, her son, TRIPP, together with KYLE, CHRISTOPHER, who would do  
11 charity work on a weekly basis. Defendants never mentioned that KYLE,  
12 BRISTOL, TRIPP, and CHRISTOPHER would live together. The Artist Deal  
13 Memos each required that, in exchange for KYLE and CHRISTOPHER’s  
14 participation in *Helping Hands*, ATI would separately pay each of them Twenty-  
15 Five Thousand Dollars per episode for all episodes produced, on a “pay or play”  
16 basis, with a minimum of ten (10) episodes, totaling Five Hundred Thousand  
17 Dollars (\$500,000.00). Both Artist Deal Memos entitle MEI, KYLE, and  
18 CHRISTOPHER to a portion of the earnings from the Series to be mutually agreed  
19 upon (on a most favored nations basis with other artists who are regulars on the  
20 Series). Both Artist Deal Memos contained an exclusivity clause which required  
21 (with some exceptions) that neither KYLE nor CHRISTOPHER serve as the  
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1 principal talent, executive producer of or a regular participant in any cinema  
2 verite/non-fiction/documentary television program or series occurring on the major  
3 networks.  
4

5 26. On March 23, 2011, ATI and STANTON agreed to use KYLE and  
6 CHRISTOPHER's original music and lyrics to be incorporated in or synchronized  
7 with episodes of *Helping Hands*. ATI agreed that, from such music, KYLE and  
8 CHRISTOPHER would receive 100% of the music publishing and performance  
9 royalties.  
10

11 27. Upon execution of the Artist Deal Memos and Producer's Deal  
12 Memo, Plaintiffs fully performed their respective contractual obligations. ATI set a  
13 production schedule over a period of ten (10) weeks, beginning on July 25, 2011.  
14 Over the course of this ten-week period, ATI began to unilaterally change the  
15 creative direction of the Series without ANGEL's prior knowledge or consent.  
16 Although the Producer's Deal Memo required that ATI meaningfully consult with  
17 ANGEL and permit her to be present at any shoot days in which KYLE and  
18 CHRISTOPHER were also participating, ATI did not include ANGEL in  
19 production meetings and did not meaningfully consult with her, and failed to keep  
20 ANGEL informed concerning the creative direction of the Series. Although the  
21 Artist Deal Memos provided that KYLE and CHRISTOPHER would have the right  
22 of meaningful consultation for episode scripts and final cut of all episodes, ATI did  
23  
24  
25  
26  
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28

1 not provide KYLE or CHRISTOPHER any meaningful opportunity to see the final  
2 cut, let alone exercise any editing rights.  
3

4 28. On or about May 9, 2011, A&E Networks, LLC announced that it  
5 had purchased for its BIO channel, ten (10) half-hour episodes of a reality series,  
6 which included a storyline of BRISTOL raising her two-year old son, TRIPP, and  
7 living with KYLE and CHRIS in Los Angeles while also working for local charity.  
8 KYLE and CHRIS, two boys, would help support BRISTOL, a single mom, by  
9 babysitting, looking after, and caring for TRIPP while BRISTOL lived away from  
10 her family in Alaska. This concept was originated by ANGEL and is substantially  
11 similar to the *Bristol-ogy 101* concept.  
12

13 29. On May 9, 2011, Plaintiffs confronted ATI and STANTON  
14 concerning Defendants' efforts to misappropriate *Bristol-ogy 101* without their  
15 knowledge. In response, Defendant STANTON responded: ". . . I just always do  
16 what I want ha ha."  
17

18 30. To allay these concerns, on or about July 15, 2011, ANGEL entered  
19 into a Producer's Deal Memo to serve as an Executive Producer for *Helping Hands*.  
20 The Producer's Deal Memo provided that ANGEL would receive the exclusive  
21 "Created By" credit for the show and be compensated Ten Thousand Dollars  
22 (\$10,000) per episode (on a pay or play) basis. ANGEL understood that, because  
23 the Artist's Deal Memos guaranteed all episodes produced with a minimum  
24 guarantee of (10) episodes, she would be entitled to a minimum payment of One  
25

Hundred Thousand Dollars (\$100,000.00). In addition, the Producer's Deal Memo provided that ANGEL receive ten (10%) percent of Defendants' share of gross receipts received from the Network, including videogram receipts, merchandising, publishing, and/or sponsors. The Producer's Deal Memo expressly reserved, and Defendants expressly acknowledged, ANGEL's rights to pre-existing ideas or concepts, as well as ancillary and associated rights to produce a future reality series involving one or more of the same participants in the future:

Lender/Angel agrees that all proceeds of their work relating to the Series are a specially ordered "work for hire" on behalf of the Company, the Company is deemed author and copyright holder of all such work; provided, however, *any other ideas or concepts of Lender/Angel developed prior to the Series or unrelated to the Series (but which may contain some or all of the participants as the Series, including but not limited to, the concept of Bristol Palin, Kyle Massey and Christopher Massey living and working together) shall remain the sole and exclusive property of Lender/Angel[.]*

\*\*\*

*Angel Massey shall be accorded the same or better terms as set forth herein regarding any future series produced by Company*, which is derived from her status as the creator of the Series, including but not limited to, any spin-offs, prequels or sequels, merchandising, publishing, home video, new media, etc. of the Series, and *Company acknowledges that Angel has all ancillary and associated rights derived from her status as the creator of the Series including but not limited to spin-offs, prequels and sequels in all formats in this cinema verite/non-fiction and documentary television Series.*

(Producer's Deal Memo, pg. 2, ADDITIONAL TERMS AND CONDITIONS)

31. Beginning July 2011, ATI began to produce the *Helping Hands* reality series involving BRISTOL, TRIPP, CHRISTOPHER, and KYLE, their family and friends. For example, ATI began to film BRISTOL, CHRISTOPHER,

1 and KYLE living in a house, together with BRISTOL and her son, TRIPP. *Helping*  
2 *Hands* featured scenes of KYLE and CHRISTOPHER going to parenting classes to  
3 assist BRISTOL with babysitting her son, TRIPP. There were scenes featuring  
4 KYLE and CHRISTOPHER taking TRIPP to a photo shoot. Defendants arranged  
5 for KYLE, BRISTOL, TRIPP, and CHRISTOPHER to travel to Alaska and spend  
6 time interacting with the Palin family at their home. BRISTOL, ANGEL, CHRIS,  
7 and KYLE agreed to include the Palin family, as participants in the Series at the  
8 time the idea was originally pitched to BRISTOL . Defendants shot scenes of the  
9 Palin family throwing a party for BRISTOL, celebrating her move to Los Angeles,  
10 wishing her well, and appreciating KYLE and CHRIS for befriending and  
11 supporting their daughter. Defendants shot scenes of BRISTOL and her family  
12 camping together all night. Defendants shot scenes of BRISTOL, KYLE, and  
13 CHRISTOPHER riding ATV motorcycles, river rafting in Alaska, and visiting  
14 BRISTOL's grandparents in Alaska. In one scene, BRISTOL talks about how sad  
15 she is that TRIPP does not have a dad, and she cries about not having any help with  
16 child care.

22       32. Pursuant to the Producer's Deal Memo, ANGEL expressly  
23 reserved all copyright interests in a future related or unrelated Series produced by  
24 Defendants involving some or all of the participants in *Helping Hands*, including  
25 but not limited to, any spin-offs, prequels or sequels, and all ancillary and associated  
26 rights.

1       33. Plaintiffs fully performed their contractual obligations under the  
2 Artist Deal Memos and Producer Deal Memo, unless otherwise excused.  
3 Defendants, however, did not.  
4

5       34. On or about August 2011, ATI announced that it would not pay  
6 BOY-O-BOY/ANGEL the Executive Producer's fee as required under the  
7 Producer's Deal Memo. Defendants refuse to pay the contractual amounts owed  
8 under the Producer's Deal Memo, stating the Network was changing the direction of  
9 the Series.  
10

11       35. In September 2011, after Plaintiffs shot several episodes of  
12 *Helping Hands*, STANTON notified the MASSEYS that A&E Television Networks  
13 had placed the production on a "hiatus" and, therefore, ATI would be suspending  
14 their contracts. Although Defendants purported to suspend the MASSEYS'  
15 performance, the subject contracts contained exclusivity provisions and non-  
16 competition clauses which unreasonably restrained CHRISTOPHER and KYLE's  
17 ability to pursue similar contract opportunities. ATI, nonetheless, continued to film  
18 episodes with BRISTOL, her friends, and family without the MASSEYS during this  
19 indefinite hiatus. Defendants began creating a hostile working and living  
20 environment at the house where KYLE and CHRISTOPHER were living as tenants  
21 during the production of the Series. In bad faith, Defendants further notified  
22 Plaintiffs to vacate the house, thus, further preventing their performance under the  
23 contracts.  
24  
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26  
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28

1       36. Defendants then informed Plaintiffs that they would not pay the  
2 remaining monies owed under the March 17, 2011 Artist Deal Memos. Instead,  
3 Defendants attempted to amend the contracts' terms and cause Plaintiffs to sign a  
4 written modification and release of ownership rights. Plaintiffs have refused to sign  
5 these contract modifications because Defendants' proposed material changes to the  
6 parties' written agreements are unacceptable.

9       37. In February 2012, A&E Television Networks announced that it  
10 would be working with ATI to produce a substantially identical reality series,  
11 entitled *Bristol Palin: Life's A Tripp*, which (except for the MASSEYS) features  
12 the same participants in *Helping Hands*, namely the single teenaged mom,  
13 BRISTOL, TRIPP, and the Palin family and friends. The Series would feature  
14 BRISTOL living in Los Angeles with her sister, and adjusting to her move back  
15 from Los Angeles to Alaska and receiving the support of the Palin family and  
16 friends. Defendants seek to exploit the copyrighted work and creative elements of  
17 *Helping Hands* to produce a derivative series, using previously unaired prior  
18 footage in *Helping Hands*, without credit, consent from, and compensation to the  
19 MASSEYS. Under the Producer's Deal Memo, *Bristol Palin: Life's A Tripp* is a  
20 derivative series from *Helping Hands* and ANGEL's status as creator and Executive  
21 Producer of that series. *Bristol Palin: Life's A Tripp* is scheduled to air on June 19,  
22 2012 on AETN's Lifetime channel.

23       38. In addition, Defendants have continued to use previously taken

1 video footage of KYLE and CHRISTOPHER on family vacation or doing charity  
2 work to promote ATI's unrelated Syndicated Series, including but not limited to,  
3 *World's Funniest Moments*, *Laura McKenzie's Traveler*, and *Elizabeth Stanton's*  
4 *Great Big World*. *Laura McKenzie's Traveler* and *Elizabeth Stanton's Great Big*  
5 *World* are hosted by STANTON's immediate family members, including his wife,  
6 Laura, and daughter, Elizabeth. These programs have already aired and Defendants  
7 will continue to air this unauthorized footage in the Syndicated Series unless  
8 enjoined. *Elizabeth's Stanton's Great Big World* is scheduled to air from  
9 September 2011 to September 2012 on the Fox Reality Channel. Plaintiffs are  
10 informed and believe that KYLE and CHRISTOPHER are included in the following  
11 episode titles for *Elizabeth Stanton's Great Big World*: "Vietnam Are You  
12 Listening," "Caribbean Conservation," "African Safari," "Spirit of Mississippi,"  
13 "Dolphin Adventure," "Miami Culture," "Florida Wildlife," and "Schools of  
14 Nicaragua." Plaintiffs have discovered on [www.youtube.com](http://www.youtube.com) several unauthorized  
15 *Laura McKenzie's Traveler* episodes, featuring KYLE and CHRISTOPHER doing  
16 charity work, including but not limited to: British Virgin Islands (Part 1); British  
17 Virgin Island (Part 2); Nicaragua (Part 1); Nicaragua (Part 2); Vietnam (Part 1);  
18 Vietnam (Part 2); Kenya-Tourism Episode.

19 39. ATI and STANTON never obtained legal consent to use the creative  
20 contributions, names, likenesses, and images of KYLE and CHRISTOPHER in the  
21 above-referenced Syndicated Series. Nor did Defendants obtain the MASSEYS'  
22  
23

consent to use this footage for unrelated commercial programming, especially without payment of a fee, residuals, credit, and other standard consideration.

## **FIRST CLAIM FOR RELIEF**

**(Copyright Infringement – Violation of 17 U.S.C. §501-  
[Brought By the MASSEYS Only As to All Defendants and DOES 1-10]**

40. Plaintiffs repeat and re-allege paragraphs 1 through 39 as though fully set forth herein.

41. Defendants had reasonable access to the original copyrighted work of *Bristol-ogy 101*, and those derivative works, such as *Helping Hands*.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants' new reality series, *Bristol Palin: Life's A Tripp*, is a derivative work, spin-off, sequel, or prequel of the series *Bristol-ogy-101* and *Helping Hands* created by ANGEL and widely announced to air on BIO. Defendants' use and publication of the reality series, *Bristol Palin: Life's A Tripp*, without the MASSEYS' approval or authorization infringes upon Plaintiffs' exclusive copyright pursuant to 17 U.S.C. §501.

43. Plaintiffs are entitled to recover from Defendants the amount of their actual damages incurred as a result of the infringement, in such amount as is shown by appropriate evidence upon the trial of this case. 17 U.S.C. §504. Based on the conduct alleged, Plaintiffs are entitled to damages arising from this infringement, including but not limited to, actual, statutory and/or exemplary

1 damages for Defendants' "willful" infringement of Plaintiffs' copyrighted works.  
2 (17 U.S.C. §504(c)(2).)

3  
4 44. Plaintiffs are also entitled to injunctive relief pursuant to 17  
5 U.S.C. §502 and to an order impounding any and all infringing materials pursuant to  
6 17 U.S.C. §503. Plaintiffs have no adequate remedy at law for Defendants'  
7 wrongful conduct because, among other things, (a) Plaintiffs' copyright is unique  
8 and valuable property having market value impractical to assess, (b) Defendants'  
9 infringement harms Plaintiffs such that Plaintiffs could not be made whole by any  
10 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to  
11 Plaintiffs, is continuing.

12  
13 45. Plaintiffs are also entitled to recover their attorneys' fees and  
14 costs of suit. 17 U.S.C. §505.

15  
16 **SECOND CLAIM FOR RELIEF**

17  
18 **(Copyright Infringement— Violation of 17 U.S.C. §501**  
19 **[Brought By KYLE MASSEY and CHRISTOPHER MASSEY against ATI,**  
20 **STANTON and DOES 1-10]**

21 46. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through  
22 45, as though herein.

23  
24 47. Defendants have repeatedly and willfully infringed upon the Masseys'  
25 copyright in that certain musical composition, entitled *Hey Lady* [Reg.  
26 SRU000995636 12-1-2010], which ATI has published in a syndicated episode of  
27 *Elizabeth Stanton's Great Big World*. Under the United States Copyright Act, the  
28

1 copyright owner is entitled to recover statutory damages (up to \$150,000 per  
2 instance) or the actual damages suffered by him or her as a result of the  
3 infringement, and any profits of the infringer that are attributable to the  
4 infringement and are not taken into account in computing the actual damages.

5       48. Based on the conduct alleged, Plaintiffs are entitled to damages arising  
6 from this infringement, including but not limited to, actual, statutory and/or  
7 exemplary damages for Defendants' "willful" infringement of Plaintiffs'  
8 copyrighted works. (17 U.S.C. §504(c)(2).)

9       49. Plaintiffs are also entitled to injunctive relief pursuant to 17 U.S.C.  
10 §502 and to an order impounding any and all infringing materials pursuant to 17  
11 U.S.C. §503. Plaintiffs have no adequate remedy at law for Defendants' wrongful  
12 conduct because, among other things, (a) Plaintiffs' copyright is unique and  
13 valuable property having market value impractical to assess, (b) Defendants'  
14 infringement harms Plaintiffs such that Plaintiffs could not be made whole by any  
15 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to  
16 Plaintiffs, is continuing.

17       50. Plaintiffs are also entitled to recover their attorneys' fees and costs of  
18 suit. 17 U.S.C. §505.

19       //

20       //

## **THIRD CLAIM FOR RELIEF**

## (FRAUD & DECEIT--

**[Brought By All Plaintiffs Against ATI, STANTON, and HELPING  
HANDS and DOES 1-10]**

51. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through 44, as though fully set forth herein.

52. By engaging in the wrongful acts alleged, Defendants have committed fraud by and through STANTON inducing Plaintiffs to sign the Producer's Deal Memo and Artist Deal Memos and making the following false representations of fact or engaging in the following deceit: (1) entering into the Artist Deal Memos and Producer's Deal Memo with Plaintiffs without any intent, at the time of contract, to fully perform and, more specifically, misrepresenting and promising in writing to Plaintiffs, at the time of contract, that ATI would pay Plaintiffs for the ten (10) guaranteed episodes on a "pay or play" basis and residual income when, in fact, the converse was true; (2) misrepresenting to BOY-O-BOY and ANGEL, at the time of contract, that ATI would not seek or claim any rights in pre-existing or derivative works in *Helping Hands*, which were expressly reserved by ANGEL; (3) misrepresenting to BOY-O-BOY and ANGEL, at the time of contract, that ATI would include ANGEL as a producer and offer same or better terms for any future reality series that derived from her status as the creator of the original *Helping Hands* series; (3) failing to disclose to Plaintiffs, at the time of contract, that ATI intended to lure away BRISTOL to do a separate, substantially

similar, and competing project without the MASSEYS, while misappropriating and selling Plaintiffs' idea and copyrighted work, which involved BRISTOL, TRIPP, the Palin family and friends, without Plaintiffs' participation, knowledge, or authorization; (4) failing to disclose to Plaintiffs, at the time of contract, that ATI would sell the concept of *Helping Hands* and/or *Bristol Palin: Life's A Tripp* without Plaintiffs' consent and participation in final edits, music, income, and credit; (5) inducing Plaintiffs to sign contracts to perform limited charitable work with the fraudulent intent to misappropriate and exploit their names, likenesses, and images in unrelated commercial programming, such as the Syndicated Series, without their consent; (6) intentionally and deceptively used the prior footage shot from *Helping Hands* in episodes produced for a derivative series, *Bristol Palin: Life's A Tripp*, but editing KYLE and CHRISTOPHER out of those episodes to conceal the MASSEY's participation and fraudulently deprive the MASSEYS of compensation, including residual income as provided by contract.

53. Plaintiffs justifiably and reasonably relied upon the foregoing conduct, concealments, and misrepresentations to their detriment. They would not have entered and continued to perform the above-referenced written contracts but for STANTON and ATI's misrepresentations, concealments, and fraudulent conduct.

54. As a proximate result, Plaintiffs have sustained damages according to proof. In addition, Defendants' acts were willful, malicious, fraudulent, and oppressive, entitling Plaintiffs to recover exemplary damages.

## **FOURTH CLAIM FOR RELIEF**

**(Breach of Express And/Or Implied Contracts—  
[Brought by All Plaintiffs Against All Defendants and DOES 1-10]**

55. Plaintiffs repeat and re-allege paragraphs 1 through 54, as though fully set forth herein.

56. Defendants, and each of them, have materially breached each of the Artist Deal Memos and Producer's Deal Memo as set forth herein. In addition, Defendants have been unjustly enriched by their breaches and other bad faith conduct in failing to perform the contracts.

57. Specifically, Defendants have (i) suspended and failed to perform the subject contracts; (ii) failed to pay the guaranteed compensation for ten (10) episodes of *Helping Hands* and/or *Bristol Palin: Life's A Tripp* pursuant to the terms of these contracts; (ii) not permitted “meaningful consultation” on the creative elements and final cut of *Helping Hands* and/or *Bristol Palin: Life's A Tripp*; (iii) failed to incorporate the Plaintiff’s musical compositions and songs in *Helping Hands* and/or *Bristol Palin: Life's a Tripp* as agreed, thereby, preventing Plaintiffs’ from earning fees, royalties, and the platform to promote their music; (iv) refused to pay residual compensation for *Helping Hands* and/or *Bristol Palin: Life's A Tripp*, as well as include the required credit, for derivative works, such as *Bristol Palin:*

1       *Life's A Tripp*, in bad faith; (v) after suspending the contracts with Plaintiffs,  
2 entered into an agreement to produce a reality series involving BRISTOL and  
3 TRIPP, entitled *Bristol Palin: Life's A Tripp*, without Plaintiffs' consent and  
4 participation; (vi) intentionally used the prior footage shot from *Helping Hands* in  
5 episodes produced for a derivative series, *Bristol Palin: Life's A Tripp*, but editing  
6 the images of KYLE and CHRISTOPHER out of those episodes in bad faith to  
7 interfere with the MASSEYS' contract rights, including the right to compensation,  
8 residual income, and credit; (vi) incorporating prior video footage of KYLE and  
9 CHRISTOPHER doing charity work and vacations into unrelated commercial  
10 television shows, such as the Syndicated Series, without prior consent and  
11 compensation to Plaintiffs.

15              58. Notwithstanding the written contracts, Plaintiffs prepared an  
16 original television pilot treatment, *Bristol-ogy 101*, and created a derivative  
17 television concept which Plaintiffs disclosed to Defendants prior to the sale of  
18 *Bristol Palin: Life's A Tripp* to AETN. ATI voluntarily accepted the disclosure of  
19 *Bristol-ogy 101* and jointly produced with ANGEL a derivative concept contained  
20 in *Helping Hands*, knowing that Plaintiffs intended to be compensated, at very least,  
21 for the reasonable value of Defendants' use of these concepts or any derivative  
22 works.

26              59. Defendants shot video footage of KYLE and CHRISTOPHER under  
27 the guise that they were on vacation and participating in charity work in various  
28

1       countries. Defendants knew or had reason to know that any commercial use of the  
2       footage would require Defendants' informed written consent and reasonable  
3       compensation.  
4

5       60. Defendants have refused to compensate Plaintiffs for  
6       the unauthorized use of Plaintiffs' works, derivative works, and future earnings  
7       derived therefrom.  
8

9       61. As a result of these breaches, Plaintiffs have sustained actual and  
10      consequential damages for Defendants' breaches of written contracts relating to  
11      *Helping Hands* and/or *Bristol Palin: Life's A Tripp*. Defendants have also been  
12      unjustly enriched by their conduct and, therefore, Plaintiffs are entitled to be  
13      compensated, at very least, the reasonable value for Defendants' misappropriation.  
14  
15

#### **FIFTH CLAIM FOR RELIEF**

##### **(Breach of the Implied Covenant of Good Faith and Fair Dealing— [Brought by All Plaintiffs Against All Defendants and DOES 1-10])**

19       62. Plaintiffs repeat and re-allege paragraphs 1 through 61, as though  
20      fully set forth herein.  
21

22       63. The Producer's Deal Memo and Artist Deal Memos contained an  
23      implied covenant of good faith and fair dealing, including that Defendants would  
24      meaningfully consult with Plaintiffs as to the creative direction of *Helping Hands*  
25      and/or *Bristol Palin: Life's A Tripp*, selection and incorporation of music, and final  
26      cut of produced episodes.  
27  
28

64. California law imposed on Defendants the duty to refrain from

1 doing anything which would render performance of the subject contracts impossible  
2 by any act of their own, and also the duty to do everything that the contracts  
3 presuppose that each party will do to accomplish their purpose.  
4

5 65. Defendants have breached the implied covenant of good faith and  
6 fair dealing by doing the acts described above and, more specifically, (i) preventing  
7 Plaintiffs' performance under the contract in bad faith; (ii) failing to afford Plaintiffs  
8 "meaningful consultation" as to the creative direction and final cut of episodes for  
9 the Series; (ii) suddenly suspending the contract mid-production claiming a  
10 indefinite "hiatus," then harassing and forcing KYLE and CHRISTOPHER to  
11 vacate their residence; (iii) failing to pay Plaintiffs the guaranteed compensation  
12 but, instead, attempting to re-write the fully-executed contract in bad faith; (iv)  
13 failing to incorporate selected musical compositions; (v) cutting Plaintiffs out of  
14 their participating in and production of the Series to avoid paying and crediting  
15 them for their services; (vi) failing to obtain the authorization of Plaintiffs to include  
16 their names, likenesses, and images in unrelated shows that pre-dated and were  
17 never contemplated under the subject contracts.  
18

22 66. As a proximate result of Defendants' conduct, Plaintiffs have  
23 sustained damages according to proof.  
24

25 //  
26  
27 //  
28

## **SIXTH CLAIM FOR RELIEF**

**(Misappropriation Of Name, Image, and Likeness  
-- Violation of California Civil Code §3344**

**[Brought by KYLE and CHRISTOPHER Only Against ATI and STANTON  
and DOES 1 -10]**

67. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through  
66, as though fully set forth herein.

68. Civil Code section 3344(a) provides, in pertinent part:

(a) Any person who knowingly uses another's name, voice, signature, photograph, or likeness, in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services, without such person's prior consent . . . shall be liable for any damages sustained by the person or persons injured as a result thereof. In addition, in any action brought under this section, the person who violated the section shall be liable to the injured party or parties in an amount equal to the greater of seven hundred fifty (\$750) or the actual damages suffered by him or her as a result of the unauthorized use, and any profits from the unauthorized use that are attributable to the use and are not taken into account in computing the actual damages.

69. In addition to the foregoing, Defendants, and each of them, specifically engaged in conduct which violated Section 3344 of the Civil Code by, *inter alia*, knowingly incorporating the names, voices, and video recorded images of CHRISTOPHER and KYLE in television programming, such as *World's Funniest Moments* and *Elizabeth Stanton's Great Big World* and *Laura McKenzie's Traveler*, without their authorization. Defendants engaged in this conduct for the purpose of soliciting the ongoing and further sale and syndication of these and other ATI

1 shows, as well as ATI's ancillary goods, merchandise and services. The shows have  
2 been packaged, sold, published throughout the country through television networks,  
3 on YouTube, and other websites of ATI, Elizabeth Stanton, and Laura McKenzie to  
4 sell and commercially exploit the Syndicated Series, as well as ATI's other services  
5 and products, generally, to television networks.

6  
7 70. As a proximate result of Defendants' statutory violation, Plaintiffs  
8 have sustained damages according to proof and are entitled to all profits.

9  
10 71. Section 3344(a) provides that the prevailing party in any action  
11 under that section shall recover attorneys' fees and costs. Accordingly, Plaintiffs  
12 are entitled to such fees and costs as provided by statute.

13  
14 **SEVENTH CLAIM FOR RELIEF**  
15 **(Tortious Interference with Prospective Economic Advantage—**  
16 **[Brought by All Plaintiffs Against All Defendants and DOES 1-10]**

17 72. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through  
18 71 as though fully set forth herein.

19  
20 73. Plaintiffs' business relationship with BRISTOL, as a  
21 participant in media projects created, written, and/or produced by Plaintiffs, such as  
22 *Bristol-ogy 101* and *Helping Hands*, has been advantageous to Plaintiff. There  
23 existed a probability of future economic benefit to Plaintiffs from such relationship.

24  
25 74. Plaintiffs are informed and believe and on that basis allege that  
26 Defendants knew or had reason to know of the existing economic relationship and  
27

future economic advantage resulting from the relationship between BRISTOL and Plaintiffs. Defendants intentionally interfered with Plaintiffs' business relationship with BRISTOL. Defendants' intentional wrongful conduct consisted of their breaches of the applicable agreements alleged herein, Defendants' suspension of the production of *Helping Hands*, falsely claiming to BRISTOL that Plaintiffs breached the applicable agreements, damaged property, and engaged in other unprofessional conduct. Defendants engaged in the foregoing conduct to lure away and induce BRISTOL to attach to another competing and substantially similar reality series, *Bristol Palin: Life's a Tripp*, without Plaintiffs' economic participation but under the same production company and television network, namely ATI and AETN.

75. As a direct and proximate result of Defendant's conduct, Plaintiffs have suffered damages in an amount to be determined at trial.

76. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiffs, and Plaintiffs are therefore entitled to punitive damages according to proof at the time of trial.

## **EIGHTH CLAIM FOR RELIEF**

**(Unfair Competition—Violation of Cal. Bus. & Prof. Code §17200—  
[Brought by All Plaintiffs Against All Defendants and DOES 1-10]**

77. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through  
76 as though fully set forth herein.

78. The foregoing conduct constitutes unfair, unlawful, and

1 fraudulent business acts or practices in violation of Business & Professions Code  
2 §17200.  
3

4       79. As a proximate result, Plaintiffs have or will suffer irreparable  
5 harm in the future if Defendants are not enjoined from (i) enforcing any non-  
6 competition provisions in the subject contracts alleged herein; (ii) continuing to  
7 publish works featuring KYLE and CHRISTOPHER without providing credit or  
8 compensation; (iii) continuing to misappropriate the voices, names, and images of  
9 KYLE and CHRISTOPHER; (iv) continuing to use Plaintiffs' television concept  
10 *Bristol-ogy 101, Helping Hands, and/or Bristol Palin: Life's A Tripp* without  
11 crediting and compensating Plaintiffs; (v) wrongfully interfering with Plaintiffs'  
12 prospective economic advantage and business relationship with BRISTOL by  
13 suspending the contracts with Plaintiffs under false pretenses while, at the same  
14 time, inducing BRISTOL to work on a competing reality series derived from  
15 ANGEL's status as creator of *Helping Hands*.  
16

17       80. There is no adequate remedy at law for the recurring damage done  
18 to Plaintiffs' reputation and image if Defendants are permitted to sell and/or air  
19 several unauthorized works bearing Plaintiff's name, voice, and images that were  
20 never included as part of the written contracts between the parties.

21       81. Based on the foregoing, Plaintiffs pray for orders of preliminary  
22 and permanent injunctive relief and restitution as follows: (1) that Defendants cease  
23 and desist from copying, reproducing, distributing, and publishing networks any  
24

works bearing the name, image, likenesses of KYLE and CHRISTOPHER in any television episodic series; (2) disgorgement of all ill-gotten profits earned by virtue of Defendants unauthorized sale and distribution of unauthorized works bearing the name, image, and likenesses of KYLE and CHRISTOPHER; (3) restitutionary relief including gross profits received by ATI for *Bristol Palin: Life's A Tripp*.

## **NINTH CLAIM FOR RELIEF**

## **(Constructive Trust & Accounting)**

[Brought by All Plaintiffs Against All Defendants and DOES 1 to 10]

82. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through 81 as though fully set forth herein.

83. By virtue of Defendants' wrongful conduct, Defendants have illegally received money and profits that rightfully belong to Plaintiffs. Upon information and belief, Defendants hold the illegally received money and profits in the form of bank accounts, real property, or personal property that can be located and traced. Defendants hold the money and profits they have illegally received as constructive trustees for the benefit of Plaintiffs.

84. Plaintiffs are entitled, pursuant to 17 U.S.C. § 504, to recover any and all profits of Defendants that are attributable to their acts of infringement. Plaintiffs are likewise entitled to any and all profits derived from their misappropriation under Civil Code §3344.

86. Plaintiffs are entitled, pursuant to 17 U.S.C. § 504 to actual or statutory damages sustained by virtue of Defendants' acts of infringement.

87. The amount of money due from Defendants to Plaintiffs is unknown to Plaintiffs and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing material copied, advertised, marketed, offered or distributed by Defendants.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request judgment against the Defendants as follows:

1. That the Court issue injunctive relief against Defendants, and that Defendants, their directors, principals, officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants, be preliminarily and permanently enjoined and restrained from (a) copying, modifying, distributing or making infringing use of derivative works of *Bristol-ogy 101* and *Helping Hands*, such as *Bristol Palin: Life's a Tripp*; (b) copying, reproducing, distributing, and publishing networks any works bearing the name, image, likenesses of KYLE and CHRISTOPHER in any unapproved media programming for commercial purposes without their written consent; (c) disgorgement of all ill-gotten profits earned by virtue of Defendants unauthorized sale and distribution of unauthorized works bearing the copyrighted works, as well as the names, images, and likenesses of Plaintiffs; (d) mandatory injunctive relief ordering Defendants to specifically perform and pay Plaintiffs

1 under the terms of the Artist Deal Memos and Producer's Deal Memo in connection  
2 with *Helping Hands* and *Bristol Palin: Life's A Tripp*;

3       2. That the court impose a constructive trust on all monies received by  
4 Defendants derived from *Helping Hands* and/or *Bristol Palin: Life's A Tripp*, and  
5 their unauthorized use, copying, and misappropriation of any of Plaintiffs' works  
6 and the Syndicated Series. Moreover, the court should order that Defendants  
7 provide a full and accurate accounting to Plaintiffs for all monies and profits  
8 received by Defendants derived for their unauthorized use, copying, and  
9 misappropriation.

10      3. That the Court award any and all damages to which Plaintiffs are entitled  
11 under the United States Copyright Act and California law, including but not limited  
12 to, statutory and exemplary damages for Defendants' "willful" infringement and  
13 misappropriation, including enhanced penalties, attorneys' fees and costs. (17  
14 U.S.C. §504; Cal. Civ. Code §3344(a).)

15      4. That the Court grant Plaintiffs rescission and restitution for the reasonable  
16 value of all benefits the Defendants unlawfully received by reason of their copyright  
17 infringement, breaches, fraudulent conduct, torts, and acts of misappropriation.

18      5. That the Court order Defendant to pay Plaintiffs' litigation expenses,  
19 including reasonable attorney's fees and costs of this action; and

20      6. That the Court award punitive damages sufficient to deter Defendants'  
21 unlawful conduct;

7. That the Court grant Plaintiffs any such further relief as the Court may deem just and proper.

October 11, 2012

## LAW OFFICES OF COURTNEY M. COATES

By:

## COURTNEY M. COATES, ESQ.

## Attorneys for Plaintiffs

## MASSEY ENTERPRISE

## INTERNATIONAL, INC., BOY-O-BOY

## ENTERTAINMENT, INC., ANGEL

MASSEY, KYLE MASSEY, and

CHRISTOPHER MASSEY

## **DEMAND FOR JURY TRIAL**

Pursuant to Local Civil Rule 38-1, Plaintiffs, and each of them,  
hereby demand a jury and respectfully reserve their right to a jury trial.

## LAW OFFICES OF COURTNEY M. COATES

By:

COURTNEY M. COATES, ESQ.,

## Attorneys for Plaintiffs